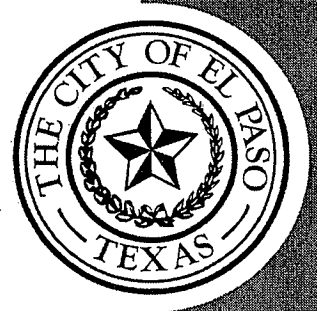


*Dedicated to Outstanding Customer Service for a Better Community*

**S E R V I C E   S O L U T I O N S   S U C C E S S**

**DEPARTMENT HEAD'S SUMMARY REQUESTION FOR COUNCIL ACTION  
(RCA)**



**DEPARTMENT:** City Manager's Office  
**AGENDA DATE:** September 22, 2009  
**CONTACT PERSON/PHONE:** Leila Melendez, (915) 541-4859  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Approve a Resolution to terminate the agreement currently in place with the El Paso Public Library Association.

**BACKGROUND/DISCUSSION:**

As part of the FY 2010 budget process for the City of El Paso, the Mayor and Council undertook an extensive review of all city boards and commissions and made a series of decisions to sunset and/or merge existing boards with other similar likeness. The City Council approved and directed the City Manager to terminate the City's existing agreement with the Library Association. The Association has been notified and the existing agreement is attached as backup.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SCOPE OF FUNDING:**

N/A

**BOARD/COMMISSION ACTION:**

N/A

**\*\*\*\*\* REQUIRED AUTHORIZATION \*\*\*\*\***

LEGAL: (if required) \_\_\_\_\_ FINANCE: (if required) \_\_\_\_\_

DEPARTMENT HEAD:                     *Leila Melendez*                    

OTHER: \_\_\_\_\_

(Example: if RCA is initiated by Purchasing, client department should sign also)  
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

Mayor  
John F. Cook

**City Council**

*District 1*  
Ann Morgan Lilly

*District 2*  
Susie Byrd

*District 3*  
Emma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Rachel Quintana

*District 6*  
Eddie Holguin Jr.

*District 7*  
Steve Ortega

*District 8*  
Beto O'Rourke

City Manager  
Joyce A. Wilson

## RESOLUTION

**WHEREAS**, on August 3, 1999, the City of El Paso entered into an Agreement with the El Paso Public Library Association (the "Association"), setting forth rights and responsibilities of the Association; and

**WHEREAS**, the Agreement remains in effect until terminated by the City Council of the City of El Paso or the Board of Directors of the El Paso Public Library Association; and

**WHEREAS**, the City Council of the City of El Paso finds that it will be in the best interest of the City of El Paso to terminate this Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the August 3, 1999 Agreement between the City of El Paso and the El Paso Public Library Association is terminated.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

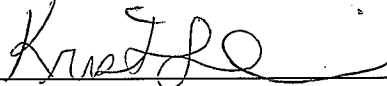
CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

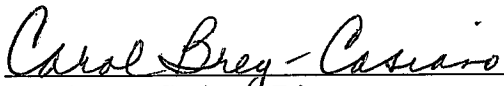
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Choi  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Carol Brey-Casiano, Director  
El Paso Public Library

## AGREEMENT

This Agreement is made effective the date written on the signature page between the CITY OF EL PASO, TEXAS a Texas municipal corporation and home-rule municipality ("City"), and the EL PASO PUBLIC LIBRARY ASSOCIATION, a Texas non-profit corporation ("Association").

## RECITALS

WHEREAS, the Association is an independent, non-profit corporation whose funds remain separate and distinct from City funds that was organized on June 14, 1900 for the purpose of maintaining the public library system ("Library System") in the City; and

WHEREAS, on July 2, 1989, the Association transferred its library collection ("Collection") to the City with the approval of El Paso voters; and

WHEREAS, the City subsequently created the library department of the City ("Library Department") to maintain and operate the Library System and the Collection; and

WHEREAS, the Association and the City desire to enter into this Agreement setting forth their relationship; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows:

## ARTICLE I CITY RIGHTS AND RESPONSIBILITIES

1.01. The City has sole financial and managerial responsibility for the operation of the Library System and the Collection. The rights and responsibilities of the City under this Agreement are expressly made subject to the allocation of funds, staff, and other resources therefor. The City shall have no further obligation to provide staff, services, or property to the Association other than as set forth in this Agreement.

1.02. The City shall provide existing available suitable space in Library System facilities for Association meetings.

1.03. The City shall provide staff support for photocopying and distribution, including mailing, of Association agendas, minutes and other materials.

1.04. The City shall permit the Association to use the downtown library address as its Registered Office.

1.05. The City shall permit the Association to display and sell Association publications in Library System facilities in such locations and such times as may be approved by the Library

Director. The Library staff shall accept payment for such sales and shall ensure that all proceeds are delivered promptly to the Association.

1.06. The Library Director, or the Library Director's designee, shall serve as liaison between the City and the Association and shall give an administrative report, either in person or in writing, to the Association at its monthly meetings.

## ARTICLE II. ASSOCIATION RIGHTS AND RESPONSIBILITIES

2.01. The Association's Board of Directors shall be elected or appointed in accordance with the Association's Bylaws.

2.02. The Association shall advise the Mayor and City Council, on issues affecting the Library, including but not limited to enhancement of the Collection, expansion of the Library System and technological issues of interest to library users. The Association acknowledges that the Mayor and City Council are under no obligation to consider or adopt any recommendations made by the Association.

2.03. The Association shall provide the City with copies of its Articles of Incorporation, By-laws, all correspondence from State or Federal agencies pertaining to the tax status of the Association, financial statements, and other documents requested by the City.

2.04. The Association shall meet regularly, and shall comply with all State laws relating to meetings, records, and documents, including the Texas Public Information Act, Texas Open Meetings Act, and Local Government Records Act. The Parties expressly agree that the obligation of the Association to comply with the provisions of State laws under this Section is independent of, and in addition to, any such requirement existing under the law.

2.05. The Association shall endeavor to foster and coordinate public interest and support for the Library by, among other things:

- a. Assisting support groups such as Friends of the Library;
- b. Holding public hearings about Library service needs;
- c. Organizing and conducting public campaigns for the Library;
- d. Accepting financial contributions to the El Paso Library Foundation; and
- e. Hearing citizen complaints.

2.06. The Association shall endeavor to work with the Library Department to obtain grants for the Library. Any grant applications written by the Library Department using the Association's name in any manner shall be approved by the Association's Board of Directors before submission.

2.07. The Association and authorized Friends of the Library groups ("Friends") may donate items needed by the Library System. The Association and Friends also may maintain items in Library System facilities for use by Library System or its patrons, including but not limited to computers, copiers and printers. The Library System shall not assume ownership or responsibility for the security or maintenance of any such loaned items.

### ARTICLE III MISCELLANEOUS PROVISIONS

3.01. MODIFICATION: Any amendment of modification of this Agreement must be in writing of equal dignity hereto and signed by both parties.

3.02. TERM: This Agreement shall remain in effect until terminated by the City Council of the City of El Paso or the Board of Directors of the El Paso Public Library Association.

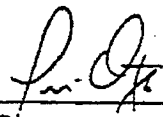
3.03. SEVERABILITY: If any court of competent jurisdiction finds that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement will not be affected.

3.04. MERGER: This Agreement constitutes and expresses the entire agreement between the parties, and all promises, representations and understandings of the parties are merged into this Agreement.

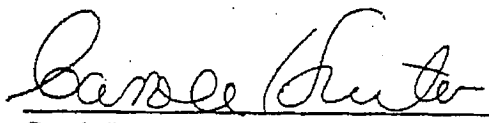
3.05. ASSIGNMENT: Neither party may assign any of its rights or obligations under this Agreement.

This Agreement is signed on this the 3rd day of August 1999 in the City of El Paso, Texas

#### CITY OF EL PASO

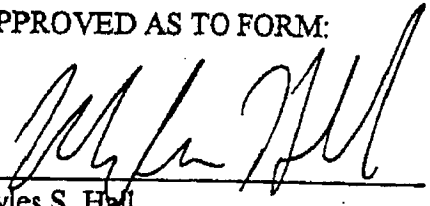
By:   
**FRED ORTEGA, JR.**  
Mayor PRO-TEM

ATTEST:

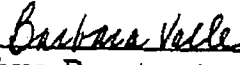
  
Carole Hunter.  
City Clerk

(Signatures continue on following page)

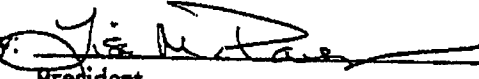
APPROVED AS TO FORM:

  
Myles S. Hall  
Assistant City Attorney

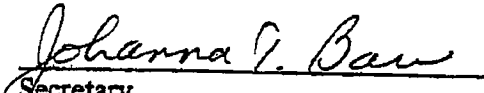
APPROVED AS TO CONTENT:

  
Barbara Valle  
Library Department

**EL PASO PUBLIC LIBRARY ASSOCIATION**

By:   
President

ATTEST:

  
Johanna T. Baw  
Secretary